

## EYNESBURY QUARTER

### Online Gift Card Sales – Terms and Conditions

The sale of gift cards is conducted by **Eynesbury Quarter Pty Ltd 2 Drewery Place, Melbourne VIC 3001 (us, we, or Resimax)**.

These Terms and Conditions ("**Terms**") govern your purchase and use of gift cards ("**Gift Cards**") through our website. In these Terms and Conditions, **You** means you, the buyer of the Gift Cards. By purchasing or using a Gift Card, you agree to these Terms. Please read them carefully.

### Eligibility

1. You must be 18 years or older and capable of entering into a legally binding agreement to purchase Gift Cards from our website.
2. By purchasing a Gift Card, you confirm that the information you provide is accurate and complete.

### Purchasing Gift Cards

1. Gift Cards are available for purchase exclusively through our website. Prices are listed in Australian Dollars (AUD) and include Goods and Services Tax (GST) where applicable.
2. Payment methods accepted include: **Visa, MasterCard, and AMEX**.
3. After successful payment, Gift Cards will be delivered via email to the recipient specified during checkout. Please ensure the accuracy of the recipient's email address.

### Using Gift Cards

1. Gift Cards can only be redeemed and used at the following premises, in person located at 479 Eynesbury Road, Eynesbury:
  - a) Ms Peacock Kitchen and Bar;
  - b) The General Convenience Store;
  - c) Birdy & Co Café; and
  - d) Eynesbury Golf Course & Pro Shop,  
**("Eynesbury Quarter")**
2. Gift Cards are non-transferable and cannot be redeemed for cash.
3. Gift Cards will expire on the date that is thirty-six months (36) months from purchase.
4. Any remaining balance on a Gift Card can be used for future purchases, subject to these Terms.

### Limitations

1. Gift Cards cannot be used to purchase other Gift Cards.
2. Gift Cards are not reloadable.
3. Gift Cards cannot be used for or towards an event held at the venue.
4. We are not responsible for lost, stolen, or unauthorized use of Gift Cards once they have been delivered to the recipient. The recipient indemnifies us and holds us harmless for any loss, theft or damage to the Gift Cards.

### Refunds and Cancellations

1. Gift Cards are non-refundable and cannot be exchanged for cash, except as required by law.
2. If you encounter issues with your Gift Card, please contact our customer support team at [admin@eynesbury.com.au](mailto:admin@eynesbury.com.au).

## **Fraud Prevention**

We reserve the right to refuse, cancel, or hold Gift Cards or orders for suspected fraud, unauthorized transactions, or violations of these Terms.

## **Changes to Terms and Conditions**

We may update these Terms from time to time. The revised Terms will be effective when posted on our website. Please review these Terms periodically to stay informed.

## **Governing Law**

These Terms are governed by and construed in accordance with the laws of the State of Victoria, Australia. Any disputes arising from or related to these Terms will be subject to the exclusive jurisdiction of the courts of Victoria.

## **Other Terms**

1. The buyer of the Gift Cards releases and discharges us and Resimax Group Pty Ltd (and its associated entities) and anyone acting on Resimax Group Pty Ltd's behalf from any claim, allegation, cause of action, proceeding, demand, debt, liability, obligation, cost or expense of any nature however it arises and whether at law, in equity, under statute or otherwise in relation to the buyer and the Gift Cards.
2. If, for any reason whatsoever, the Gift card is not capable of being purchased or issued as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other cause beyond the control of us or Resimax which corrupt or affect the administration, security, fairness or integrity or proper conduct of the process, we/Resimax reserve its right in its sole discretion to take any action that may be available, subject to State and Territory regulations.
3. Independent financial, legal or other professional advice should be sought by the buyer if required.
4. If part or whole of Eynesbury Quarter is sold prior to the expiry of the Gift Cards and the buyer has not redeemed the Gifts Card, we will use best endeavours to procure the new owner to honour the Gift Cards.

## **Contact Information**

For any questions, concerns, or feedback regarding these Terms or Gift Cards, please contact us at:

Eynesbury Quarter  
479 Eynesbury Road, Eynesbury  
admin@eynesbury.com.au  
03 9971 0419